

Amendment 2 to Work Plan for Estimating Oiling and Mortality of Breeding Colonial Waterbirds

From the Deepwater Horizon (MC 252) Oil Spill (Bird Study #4)

The Work Plan for Estimating Oiling and Mortality of Breeding Colonial Waterbirds From the Deepwater Horizon (MC 252) Oil Spill (Bird Study #4) and Amendment 1 to that plan implemented telemetry studies to investigate the potential for spill-related mortality among breeding colonial waterbirds that may have occurred prior to April 1, 2011. The purpose of this amendment is to extend the satellite tracking of brown pelicans and great egrets initiated under the CWB plan to gain insight into the potential for spill-related changes in survival rates between April 1, 2011 and April 1, 2012.

This document amends Bird Study #4 and Amendment 1 to that study by providing for an additional 12 months (from April 1, 2011 through March 31, 2012) of brown pelicans and great egret satellite tracking.

To streamline invoicing and data transfer BP will establish an account with CLS America (the company that relays the satellite data). Biodiversity Research Institute ("BRI") will request that CLS transfer the transmitters to upload to the new account. Once the transmitters are uploading to the new account, both the Trustees and BP/CE can access the password protected account.

When a mortality is indicated, the parties will, within 24 hours, confer to determine whether a cooperative carcass retrieval effort will be undertaken. Cooperative retrieval efforts may be implemented following concurrence between the USFWS Fairhope NRDA Field Office and the BP/CE bird lead. If the Trustees decline to participate in a cooperative carcass retrieval, BP/CE may opt to retrieve the carcass independently. If the BP/CE bird lead declines to participate in retrieval of a carcass, the Trustees may opt to retrieve the carcass independently. The Trustees reserve the right to seek reimbursement for reasonable assessment costs associated with independently retrieving carcasses. All data and information related to cooperative carcass collection efforts (e.g., GPS waypoints, photo-documentation, carcass and/or feathers) will be exchanged in regular weekly data exchanges.

The budget for this Amendment is for satellite data download and evaluation, plus reasonable costs associated with cooperative carcass retrieval. This budget does not include, and BP will not reimburse, costs for individuals to stand by in anticipation of carcass retrieval efforts.

The Parties acknowledge that this budget is an estimate, and that actual costs associated with satellite telemetry data transmission, may prove to be higher. BP's commitment to fund the costs of this work includes any additional reasonable costs within the scope of this approved work plan. The Trustees will make a good faith effort to notify BP in advance of any such increased costs. Payment by BP will be for actual costs on a time and materials basis for work authorized within this amendment. Except as amended herein, all provisions of the CWB Work Plan remain in effect. Nothing in this Amendment alters the September 16, 2010 Agreement between BP and BRI regarding services associated with the CWB Work Plan.

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*****Approval of this work plan is for the purpose of obtaining data for the Natural Resources Damage Assessment. Each party signing below reserves its right to produce its own independent interpretation and analysis of any data collected pursuant to this work plan*****

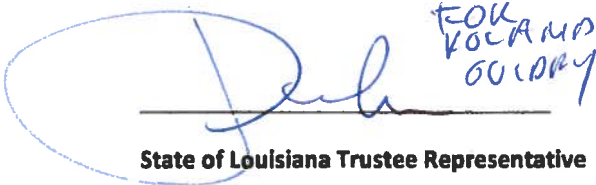
APPROVAL



Trustee NRDA Bird Group Lead

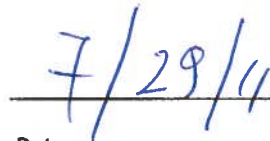


Date



FOR VOLANT
OCCUPY

State of Louisiana Trustee Representative



Date



BP Representative



Date